

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Passport-to-Work Summer Youth Employment Youth Program			1	47
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCCF-2007-R-0002		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		3/27/2007 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement, Group II 441 4th Street, NW, Suite 703 South Bid Counter Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 PM</u> local time <u>20-Apr-07</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Shirley Day		(Area Code) 202	(Number) 698-5861	(Ext)	shirley.day@dc.gov
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OFFER							
within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Lafayette K. Smith			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Government of the District of Columbia </div> <div> Office of Contracting & Procurement </div> </div>							

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Employment Services (DOES) is seeking contractors to design and implement a six (6) week project-based learning summer youth program that includes academic enrichment, career exploration, work readiness and leadership skills training for youth 14 to 18 years of age, pursuant to the District of Columbia Summer Youth Employment Act of 2005.

The District contemplates awarding up to twenty (20) cost reimbursement contracts.

B.2 COST SCHEDULE – COST REIMBURSABLE

B.2.1 BASE PERFORMANCE PERIOD

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Not to Exceed Cost
0001 (Base Year)	Offerors shall design and implement a six (6) week project-based learning summer youth program that provides academic enrichment, career exploration, work readiness and leadership skills training. Each Offeror shall serve a minimum of one hundred (100) youth.	
0001AA	C.3.1-C.3.8.1 “Training Cost”	\$ _____
0001AB	C.3.9-C.3.13.1 “Administration Cost”	\$ _____
0001AC	C.3.1-C.3.13.1 “Total Cost”	\$ _____
NTE Total for B.2.1		\$ _____

NOTE: The total estimated cost for services shall not exceed one thousand two hundred fifty dollars (\$1,250.00) per youth.

- B.2.2** **CLIN 0001AA** - The Contractor's price shall constitute only those cost associated with the direct youth training element of the program. See the Project Component Budget Summary Pages in Section J, J.2.6.
- B.2.3** **CLIN 0001AB** - The Contractor's price shall constitute only those cost associated with the administration of the program. See the Project Component Budget Summary Pages in Section J, J.2.6.
- B.2.4** **CLIN 0001AC** - The Contractor's price shall constitute only those cost associated with the total administration and training of the program. See the Project Component Budget Summary Pages in Section J, J.2.6.

SECTION C: DESCRIPTION/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Employment Services (DOES) (the District) is seeking contractors to design and implement a project-based learning program for a minimum of 100 youth for a maximum of 20 hours each week for youths who are 14 and 15 years of age and a maximum of 30 hours each week for youths who are 16 to 18 years of age. The program shall provide academic enrichment, career exploration, work-readiness and leadership skills training from Monday, June 25, 2007 through Friday, August 3, 2007.

C.1.1 APPLICABLE DOCUMENTS

The following applicable documents shall apply to this Contract:

Item No.	Document Type	Title	Date
1		District of Columbia Youth Employment Act of 2005	2005
2		Child and Youth, Safety and Health Omnibus Amendment Act of 2004	2004

C.1.2 DEFINITIONS

The following general terms and definitions shall apply to this contract:

- C.1.2.1 Basic Skills** – The term is expanded to include cognitive and interpersonal abilities; critical thinking and problem-solving; oral, written, and electronic communication; working effectively alone and in teams; and taking responsibility for one's own development, in addition to reading, writing, and arithmetic.
- C.1.2.2 Career Awareness** – Activities designed to make young people aware of a broad range of careers and occupations in the world of work, including options that may not be traditional for their gender, race, or ethnicity.
- C.1.2.3 Career Development** – Youth develop and identify their careers through a continuum of career awareness, career exploration, and career exposure activities that lead to discernment of one's own career path.
- C.1.2.4 Contextual Learning** – Acquisition of knowledge that occurs in close relationship with actual experience. Contextual learning enables youth to test academic theories through tangible, real-world applications. Stressing the

development of “authentic” problem-solving skills, contextual learning is designed to blend teaching methods, content, situation, and timing.

- C.1.2.5 Job Shadowing** – Process in which a youth follows an employee at a firm or office for one or more days to learn about a particular occupation or industry. Job shadowing can help a youth to explore a range of career options and select a career major for the latter part of high school.
- C.1.2.6 Life Skills** – Knowledge and techniques needed to facilitate and enhance individual’s life, for example, confidence and self-esteem building, balancing a checkbook/budgeting, personal hygiene, etiquette, conflict resolution, nutrition, and effective communication.
- C.1.2.7 Passport-to-Work** – “Umbrella term” for the collection of DOES Office of Youth Programs-administered programs designed to assist District youth 14 to 21 years of age develop the requisite skills and attitudes to transition to, and compete in, a dynamic labor market. The four primary *Passport-to-Work* components are the Summer Youth, Year Round, and Out-of-School Programs, and the Mayor’s Youth Leadership Institute.
- C.1.2.8 Portfolio** – Collection of items that documents an individual’s educational performance over time. Typically, it includes a range of materials selected by the youth. Brief introductory and summary statements may describe how the portfolio was assembled and what was learned in the compilation process. It may be used to demonstrate a wide variety of skills; assist in recognizing one’s own academic growth; teach the individual greater responsibility for one’s own work, learning, and development.
- C.1.2.9 Project-Based Learning** – Collaboration of young person and practitioner/teacher to create projects organized around an occupational or on-the-job topic that requires the young person to apply what has been learned both in the workplace and summer experience and in school to address practical problems.

C.2 BACKGROUND

C.2.1 The Summer Youth Program is one of four initiatives administered by the Office of Youth Programs, and known under the *Passport-to-Work* “umbrella,” to equip the District’s youth with the attitude, skills, and knowledge to transition smoothly to, and compete in, the dynamic labor market of the 21st Century. The *Passport-to-Work* Summer Program engages youth 14 to 21 years of age in enriching and constructive work-experience opportunities through its local-appropriations subsidized component and its unsubsidized private- and federal-sector component. In 2006, the six-week subsidized portion of the program secured 12,966 work-experience and learning opportunities for youth with government, community- and faith-based organizations.

C.2.2 This year, in an effort to meet Mayor Adrian Fenty’s goal of engaging 11,000 District youth in meaningful and rewarding summer activities, DOES will contract for services, especially to address the needs of participants who are 14 and 15 years of age. This population requires developmental and work-readiness activities to introduce them to and prepare for the world of work.

C.2.3 The population encompasses a broad range of youth in the District of Columbia. Funded through local appropriations, the Summer Youth Program (SYP) has no income-eligibility criterion for participation. However, consistent with the Mayor’s commitment to serve those most at risk, the Department of Employment Services (DOES) focuses service delivery to individuals who are low income, homeless, in foster care, adjudicated youth, and persons with disabilities.

C.2.4 In last year’s program, youth who were 14 and 15 years of age made up 50% of participants; those 16 and 17 years of age represented 34%; and youth 18 to 21 years of age represented 16%. Residents of Ward 7 constituted 23.4%, and residents of Ward 8 were 23.3% of participants. Therefore, the Department will focus on program designs for the 14 and 15 year population as well as those with programs in Wards 7 and 8. Priority in referral to jobs was according to recipients of Temporary Assistance for Needy Families.

C.3 REQUIREMENTS

The Contractor shall provide the following services as specified in C.3.1 through C.3.9.7.

C.3.1 REQUIRED ACTIVITIES AND SERVICES

C.3.1.1 The Contractor shall ensure that the activities and services are integrated into its program design and accommodate the needs of each youth. The selected activities shall be age appropriate for the youth whom the Contractor is proposing to serve.

C.3.2 ACADEMIC ENRICHMENT

C.3.2.1 The Contractor shall provide academic remediation and/or basic-skills training, encompassing study and test-taking skills, and skills essential to successful school performance.

C.3.3 CAREER EXPLORATION

C.3.3.1 The Contractor shall provide career-exploration activities for youth who are not mature enough for the workplace. Career-exploration activities shall include in-depth exposure to career options such as that gained through worksite tours, job shadowing, career talks, and employer-sponsored interactive activities. In addition, career exploration may include studying opportunities in particular fields to identify potential careers, writing individual learning plans targeted to potential career paths, or reviewing labor-market information.

C.3.4. EMPLOYABILITY SKILLS TRAINING

C.3.4.1 The Contractor shall provide employability skills training required entry into the world of work. For youth, it refers to career exploration, labor-market knowledge, occupational information, values clarification and personal understanding, and career search (that is, preparation of résumés and job applications, interview techniques, job-search tips, follow-up/thank you letters, and so forth). In addition, the Contractor shall provide training that encompasses life skills, such as telephone etiquette, use of public transportation to commute to work, budgeting, time management, and shopping and dressing for various occupations.

C.3.5 LEADERSHIP DEVELOPMENT SKILLS

C.3.5.1 The Contractor shall provide activities that promote positive social behavior and social skills, decision-making, teamwork, and activities as described below:

- a) Exposure to post-secondary educational opportunities
- b) Community- and service-learning projects
- c) Peer-centered activities, including mentoring and tutoring
- d) Organization and team work
- e) Conflict Resolution
- f) Decision-making, including determining priorities
- g) Diversity training

C.3.6 PROJECT BASED LEARNING

C.3.6.1 The Contractor shall provide project-based learning that engages and motivates youth in active learning processes by using real problems, real materials, and real tasks to produce real outcomes (in contrast to “make-work” activities). The Contractor shall provide an opportunity for hands-on, active learning and

decision-making, while integrating academic, occupational, and employability-skills development.

C.3.6.2 The Contractor shall, after learning about an industry; ensure the youth receive problems to solve or projects to complete within the context of that industry sector. A few examples of project-based learning experiences within growth-industry sectors are listed below:

- a. Business/Professional/Financial/Association Services
 - 1) Running a small service business (cutting grass, shopper-for-hire, etc.)
 - 2) Simulating a brokerage or investment firm by managing a hypothetical stock portfolio
 - 3) Designing and building a playground for a housing community or school
- b. Hospitality/Entertainment/Tourism/Specialty Retail
 - 1) Planning and conducting a tour of a historical building
 - 2) Producing a talent show
- c. Biomedical Research/Environmental/Health Services
 - 1) Analyzing the soil and cultivating a community garden
 - 2) Performing an environmental analysis of a local stream or river
 - 3) Conducting a weatherization or insulation project
- d. Universities/Educational/Research Institutions
 - 1) Writing a grant for funding a special school project
 - 2) Conducting a survey of peers on a specific youth issue
- e. Information Technology/Telecommunications
 - 1) Producing a video
 - 2) Designing a Web site
- f. Media/Publications/Communications
 - 1) Producing a community newsletter
 - 2) Planning and producing a play around a particular neighborhood or youth issue

C.3.7 WORK EXPERIENCE

C.3.7.1 The Contractor shall provide structured learning experiences for youth that take place within the work environment. The Contractor shall design assignments that enable youth to gain exposure to the world of work, explore careers, and develop skills needed to function successfully in the workplace. The Contractor shall provide work experience to include exposure to various aspects of an industry and assignments to progressively more complex tasks as well as integration of basic skills into occupational-skills work.

C.3.8 WORK READINESS

C.3.8.1 The Contractor shall provide training to develop “non-technical” skills, abilities, and traits required to function in a specific employment environment i.e., (1) deliver information or services to customers and coworkers; (2) work effectively

as a member of a team; (3) learn or acquire the technical skills required to perform task; (4) inspire confidence of supervisors and management; and (5) understand and adapt to the cultural norms of the workplace.

C.3.9 PROJECT MANAGEMENT

C.3.9.1 The Contractor shall conduct program orientation for its staff assigned to the contract with respect to administrative procedures, and other relevant policies.

C.3.9.2 The Contractor shall maintain accurate Time and Attendance records bi-weekly of program participants for payroll submission to the COTR.

C.3.9.3 The Contractor shall provide an instructor to participate ratio of (1:25) and supervisor to participant ratio of (1:20).

C.3.9.4 The Contractor shall ensure that all staff has the required certification and licensing to meet the requirements of the solicitation.

C.3.9.5 The Contractor shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials, certificates, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment. The Contractor shall make all of its personnel records accessible to the Contracting Officer's Technical Representative (COTR) upon request.

C.3.9.6 The Contractor shall attend and participate in the DOES program orientation prior to program start up. The purpose of the orientation is to provide staff with an overview of the SYP objectives, policies, and procedures. The orientation shall be held on a date and time to be determined by COTR.

C.3.9.7 The Contractor shall prepare and submit a closeout report to the COTR on the progress of the entire program thirty (30) days after contract end date. The report shall identify at a minimum, but not limited to, program success stories, outstanding awards awarded to participants, academic achievements, performance outcomes, failures, barriers, and recommendations for improvements.

SECTION D: PACKAGING AND MARKING

This Section is not applicable

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of Date of Award through August 31, 2007.

F.2 DELIVERABLES

The Contractor shall provide the following deliverables:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.3.9.2	Contractors Time & Attendance Report	One (1)	Hard / Soft Copy	Bi-Weekly, after contract award	COTR
C.3.9.7	Close Out Report	One (1)	Hard / Soft Copy	Thirty (30) Days after contract expiration date	COTR

F.3 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer
Department of Employment Services
64 New York Avenue, N.E., Room 3903
Washington, D.C. 20002

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

This is a Cost Reimbursement contract and only costs determined in writing to be reimbursable by the COTR, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable. The District will pay the amount due the Contractor in accordance with the Contractor's itemized budget in Section J, Attachment J-2.6:

G.4.1 Completion and acceptance of all work; and

G.4.2 Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month.

No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Lafayette Smith
Office of Contracting and Procurement
441 4TH Street N.W., Room 700 South
Washington, D. C. 20001
(202) 724-4014

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

a. The COTR for this contract is:

Shirley Arnett, Director
Office of Youth Programs
Department of Employment Services
625 H Street, N.E., 1st Floor
Washington, D.C. 20002

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 COST REIMBURSEMENT CEILING

- a) The total costs for performing this contract shall not exceed the cost reimbursement ceiling specified in (*Section B.2.1 of the Schedule*) as set forth in the contract.
- b) The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.
- c) The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- d) As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- e) The District is not obligated to reimburse the Contractor for cost incurred in excess of the cost reimbursement ceiling specified in B.2. listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.2 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- f) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- g) If any cost reimbursement ceiling specified in B.2 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the

same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- h) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.2 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.1994-2103, (Revision 35, Dated May 23, 2006), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 KEY PERSONNEL

H.9.1 The key personnel specified below are considered essential to the work being performed hereunder. Prior to diverting any of the specified key personnel to other activities for any reason, the Contractor shall notify in writing to the COTR at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such changes on the performance of the contract. The Contractor shall not reassign these key personnel or appoint replacements without written permission from the COTR.

H.9.2 The key personnel identified by the Contractor are indicated in the table below.

NAME	POSITION

Contractor's key personnel shall attend mandatory DOES orientation prior to start of the Summer Youth Program

H.10 MANDATORY CRIMINAL BACKGROUND CHECK FOR CONTRACTOR'S PERSONNEL

H.10.1 The Contractor's personnel who will have direct contact with participants must submit a fingerprint-based criminal background check conducted prior to performing services under the contract. As mandated by the "Child and Youth,

Safety and Health Omnibus Amendment Act of 2005”, each criminal background check must be in accordance with Federal Bureau of Investigation policies and procedures and processed through the National Criminal Information Center. To see the complete text of the referenced Act, go to <http://www.dccouncil.washington.dc.us>.

H.11 DISTRICT RESPONSIBILITIES

- H.11.1** The District will conduct orientation prior to the beginning of the program for the Contractor’s staff.
- H.11.2** The District will register and certify eligible youth. Eligibility determination includes review of an application for the 2007 Passport-to-Work Summer Youth Program; verification of information in an application with required documentation; and review of Certification and Consent Form. The application is standardized and is the responsibility of DOES to develop and maintain.
- H.11.3** The District will refer youth to selected Contractors based on a DOES match of youth’s age and occupational interests, and the design of the Contractor’s program.
- H.11.4** The District will provide to the Contractor preprinted Time and Attendance forms and the payroll schedule.
- H.11.5** The District will pay each DOES-referred participant the federal minimum hourly federal training wage of \$5.15 for active engagement in DOES-approved program activities. The District will compensate, as supported by the official time and attendance records, participants who are 14 and 15 years of age for a maximum of twenty (20) hours for each week; and compensate participants who are 16 to 18 years of age for a maximum of thirty (30) hours for each week.

H.12 CONTRACTOR RESPONSIBILITIES

- H.12.1** The Contractor shall provide orientation and training for all staff members with respect to administrative procedures, and other relevant policies and procedures.
- H.12.2** The Contractor shall have sufficient staff to provide the services described in this contract. The Contractor shall submit as part of their proposal a staffing plan and shall maintain the same expertise as specified in the staffing plan.
- H.12.3** The Contractor shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing. The Contractor shall also ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- H.12.4** The Contractor shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials, certificates, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations, and date

and reason if terminated from employment. The Contractor shall make all of its personnel records accessible to the COTR upon request.

H.12.5 The Contractor shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and clinical supervision.

H.12.6 The Contractor shall compile a final report on the status of each participant, and successes and failures of the entire program within thirty (30) days after the end of the contract. The report shall identify, but is not limited to, a brief narrative which identifies program success stories, outstanding awards to participants, academic achievements, performance outcomes, failures, barriers, and recommendations for improvements. The report should include documentation related to customer satisfaction surveys; statistical performance data to include enrollment levels, completions, terminations with reasons for early terminations, and placements with employer names, job titles, date of hire, and rate of pay.

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor' s Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District' s rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District' s or the Contractor' s rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5.

For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work.

All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability \$100,000 per accident for injury \$100,000 per employee for disease, \$500,000 policy limit disease
- (d) Employer's Liability: \$5,000,000 limits per occurrence.

I.8.2 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.3 Professional Liability Insurance, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 1994-2103, (Revision 35, Dated May 23, 2006)

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor' s Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

J.2.6 Project Component Budget Summary Pages

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- _____ a corporation incorporated under the laws of the State of: _____
- _____ an individual,
- _____ a partnership,
- _____ a nonprofit organization, or
- _____ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- _____ an individual,
- _____ a joint venture, or
- _____ a corporation registered for business in _____
- (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
 _____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the offeror' s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror' s organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 A pre-proposal conference will be held at 11:00 a.m. on Monday, April 2, 2007, at the Office of Contracting and Procurement, 441 4th Street, N.W. 700 South, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than ten (10) working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

One (1) original and five (5) copies of the written proposals shall be submitted in two (2) parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper, and shall not exceed 15 pages. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.; **DCCF-2007-R-0002 "Passport-to-Work Summer Youth Program"**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3.1 Technical Proposal

Offerors shall identify or describe in its technical proposal the requirements specified in Section C of the RFP and the following:

L.3.2 Qualifications and Experience

Offerors shall provide a description and document the firm's and staff experience in providing similar services to clients, specifically government entities. Offerors shall describe and document its staffing plan to meet the requirements of this solicitation, including key persons, availability of key persons, and resumes that demonstrate the qualifications, position descriptions, experience, training and certifications of each key person.

L.3.3 Technical Approach

Offerors shall describe its overall approach to the project, including project management methodology and plan, organizational plan, communication plan, project controls, description of deliverables and timeframe for completion of tasks. Offerors shall describe the component activities to be completed to accomplish each task specified in Section C. Offerors shall specify the service level and instructor/supervisor to participant ratio, submit a curriculum and describe and list the facilities, supplies, equipment, and materials to be used for the program.

L.3.4 Price Proposal

Offerors shall provide a separate price for each CLINs which it is submitting a proposal, in addition, the Offeror shall complete Attachment J.2.6 "Project Component Budget Summary Sheets" and return along with their proposal.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. local time on Friday, April 20, 2007. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be

considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the

lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street, N.W. 703 South, Bid Counter, Washington, D.C. 20001, 202 724-4757, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial

solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a) (1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Lafayette Smith,
Contracting Officer (Group II)
441 4th Street, N.W., 700 South
Washington, D.C. 20001
(202) 724-4014
lafayette.smith@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

Each of the following evaluation factors and sub-factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

M. 4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4.1 TECHNICAL CRITERIA (95 points maximum)

M.4.2 Quality of Program Design (45 points maximum)

This factor encompasses the offeror's technical capacity to perform the required services as described in Section C.3, including the offeror's system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

M.4.3 Program Staffing and Project Management (25 points maximum)

This factor encompasses the offeror's ability to provide a participant-centered approach in the delivery of services, to prepare and coordinate a comprehensive project based program that includes academic enrichment, career exploration, leadership development skills, work readiness, and work experience for participants to ensure access to educational and career opportunities necessary to become productive citizens after completion of the program.

M.4.4 Organizational Experience and Capability (20 points maximum)

This factor encompasses all components of the offeror's staff and staff related activities, including the offeror's organizational structure, the qualifications, and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;

Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and

acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart.

M.4.5 Past Performance (5 points maximum)

This factor relates to the Contractor's prior experience in providing the services for the District of Columbia Government and other businesses, academia, and organizational entities.

M.5 PRICE FACTOR (5 points maximum)

The offeror's total price for the base year will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001AA and 0001AB, to determine the total price CLIN 0001AC. Price is less important than the combined weight of the technical factors listed above.

Lowest price proposal

----- X weight (5) = Evaluated price score
Price of proposal being evaluated

M.6 PROPOSAL EVALUATION

The total evaluation score of a proposal shall be determined as described below: The technical points and price points for each proposal will be converted to a score by applying the following formula:

Technical Score (95 points max.) ____ Points

Price Score (5 points max.) ____ Points

TOTAL POSSIBLE TECHNICAL AND PRICE POINTS 100 Points

TOTAL POSSIBLE PREFERENCE POINTS 12 Points

MAXIMUM TOTAL POINTS 112 Points

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

M.8 CLAUSES APPLICABLE TO ALL OPEN-MARKET SOLICITATION

M.8.2 Preferences for Subcontracting in Open Market solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE, or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified Prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a sub-contracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference.

For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.8.3 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business (DBE), or a resident business ownership (RBO), and the LBE, DBE, or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE, or RBO.

M.8.4 Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

M.8.5 Penalties and Misrepresentations

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and the other District laws, including debarment.

M.8.6 Local, Small, and Disadvantaged business Enterprise Subcontracting

1. When a prime contractor is certified by the Office of Local Business Development as a loyal, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent

(50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992)

2. By submitting a signed bid or proposal, the Prime Contractor certifies that it will comply with the requirements of paragraph (a) of this clause.